

3670-0201 - TEL ESMT &

11/06/2001

Patricia Lattime

474-9601

Lattime 121A 474-8991

~~781-280~~

~~1656-255~~

~~887-014~~

2248-1809 ✓

2210-568 ✓

2215-106 ✓

1739-454 have not looked at

~~C28817~~

~~D2945~~

~~B27193~~

3052-386

3670-0201(1)

~~3052-386~~ (2) have

3060-2328(2)

1828-182 (1)

1656-255 (1)

2020-103 (1)

887-014 (1)

781-280 (1)

2248-1809 (1)

2210-568 (1)

2215-106 (1)

C6014

B2902

C28817

+ Patricia Lattime

-1974 Store Bounds-

474-7597
cell 490-1526
Mike McCauley 926-3337

TOR INDEX -
Several tax liens
INC 2001 NOT YET
REDEEMED

3578-0628

UNVERIFIED GRANDOR

TAX RED 3657-2030 1/2
3657-2031 2/3

3670-0201

Charlie Griffin
Sanders

2/26 meet at site
w/ 2 Lattime women
(mother & daughter)
Diane and Henry Boyd

ran string between bounds
FOUND HOLES FROM
ORIGINAL stakes -

Lattimes had saved
stakes) -
replaced them with
Henry in holes
everyone agreed
that is the line.

Diane and her niece
still insist stakes
were not there when
they pulled them up
AUB

THE STATE OF NEW HAMPSHIRE

SS.

SUPERIOR COURT

EQUITY

1974 or 1975

Ethel/Charles
Pevear

HORATIO C. LATTIME
PATRICIA A. LATTIME

V.

ETHEL M. PEVEAR

MOTION TO STRIKE DISMISSAL AND ENFORCE SETTLEMENT

Horatio/Patricia
Lattime

E 10394

Comes Ethel M. Pevear, of Seabrook, County of Rockingham,
State of New Hampshire, Defendant in the above entitled matter and says:

1. That on or about July 8, 1975 this matter was assigned for trial before this Honorable Court.
2. That on said date the parties to this matter, with the approval of this Court, went to the site of the boundary line which is the matter of dispute in this matter. Present at the site were the parties, counsel of record, and the surveyor for each party.
3. That an agreement was reached at the site and this case was settled as follows:
 - A. A boundary line between the parties' real estate was agreed upon, a plan to be prepared by the surveyor for the Defendant, and approved by the surveyor for the Plaintiffs. The cost of said plan was to be shared equally by the parties.
 - B. The Plaintiffs were to remove an old truck from their premises.
 - C. The Plaintiffs were to tear down an old shed on their premises.
 - D. Various other matters involving the same parties were to be dismissed.
 - E. Counsel for the Defendant was to prepare an Agreement for recording with the plan which was to be prepared when the plan was available.

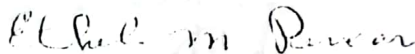
4. That when a bill for the plan was submitted to the attorneys for the Plaintiffs the Plaintiffs refused to pay said bill, thereby making it impossible to pay for said plan and impossible to obtain said plan pursuant to the terms of the agreement and settlement of the parties.

5. That counsel for the Plaintiffs has informed counsel for the Defendant that his clients now refuse to perform the settlement agreement.

6. That on September 19, 1975, because no markings had been filed in this matter, it was dismissed.

WHEREFORE, the Defendant moves and prays:

- A. That the dismissal of this matter be stricken and the case re-instated.
- B. That the Settlement agreement between the parties be enforced.
- C. That the Plaintiffs be ordered to pay for their share of the cost of the plan in question forthwith.
- D. That the Plaintiffs be ordered to perform the remainder of the settlement agreement forthwith.
- E. For such other and further relief as may be just.



Ethel M. Pevear

I hereby certify that I have on this day forwarded a copy of the within Motion to Peter J. Saari, counsel for the Plaintiffs.

Dated: October 16, 1975


Robert G. Tetler

6) Lfio Ms to strike
Marking & enforce
~~Settlement~~ 9 August 1975

RECEIVED
ROCKINGHAM
SUPERIOR COURT
NO. E10394

11/24/75
motion granted,
fee compliance
with this order
shd be made
within 60 days
rept.

J. E. P. B. B. B.
P. J.

3/29/76
HORATIO C. LATTIME
PATRICIA A. LATTIME

vs.

ETHEL M. PEVEAR

MOTION TO CLARIFY AND CORRECT SETTLEMENT AND ORDER

NOW COME Horatio C. Lattime and Patricia A. Lattime, South Main Street, Seabrook, County of Rockingham and State of New Hampshire, the plaintiffs in the above entitled matter, and complain against Ethel M. Pevear, also of South Main Street in said Seabrook, the Defendant therein, and say:

1. That by Petition returnable December 1974, the Plaintiffs sought to establish a boundary line between their property and that of the Defendant.

2. That on or about July 8, 1975 the parties, with their respective counsel of record and surveyors of each party, reached an on-site agreement as to said boundary line.

3. That one of the incidents of said agreement was that the Plaintiffs were to dismiss certain matters between them.

4. That at that time, there was a criminal complaint pending involving abusive language by the Defendant.

5. That through no fault of the Plaintiffs, their Petition was dismissed by this Court on or about September 19, 1975, because of failure to file markings.

6. That on or about October 15, 1975, the Plaintiff brought a juvenile action against a child of the Defendant's in Hampton

District Court on account of a certain incident occurring on or about October 13, 1975.

7. That on or about October 16, 1975, the Defendant moved to strike that dismissal and enforce the settlement agreement.

8. That on November 24, 1975, the Court ordered compliance with the Motion to Enforce Settlement "within 60 days next".

9. That on or about January 30, 1976, the juvenile action involving the child of the Defendant was reached for hearing in the Hampton District Court and the Defendant, through her counsel, claimed that it was encompassed by the aforesaid agreement and should be dismissed.

10. That it was the intention of the Plaintiffs when making the agreement of July 8, 1975, to dismiss only such matters as were then pending between the parties and that they did not intend to dismiss any and all matters which might have arisen subsequent to that time.

WHEREFORE, the Plaintiffs move that:

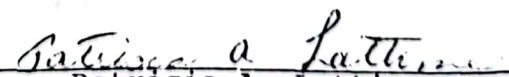
A. That portion of the Settlement Agreement relating to the dismissal of matters involving the parties be clarified and corrected to apply to only such matters as were pending on July 8, 1975, the date upon which said Agreement was reached.

B. And for such other and further relief as may be just.

Respectfully submitted,



Horatio C. Lattime



Patricia A. Lattime

State of New Hampshire
Rockingham, ss

March 29 , 1976.

Personally appeared the above named Horatio C. Lattime and Patricia A. Lattime, the Plaintiffs in the foregoing Motion, and acknowledged the same to be their free act and deed.

Before me



CASASSA, MULHERRIN & RYAN
ATTORNEYS AT LAW
459 LAFAYETTE ROAD
HAMPTON, NEW HAMPSHIRE 03842

H. ALFRED CASASSA
JOSEPH P. MULHERRIN
JOHN J. RYAN
PETER J. SAARI

April 5, 1976

AREA CODE 603
926-6336

Unwar J. Samaha, Clerk
Ingham County Superior Court
Hampton, New Hampshire 03833

Re: #E-10394, Horatio C. Lattime vs. Ethel M. Pevear

Dear Sam:

I am in receipt of your notification that the Plaintiffs' Motion to Clarify and Correct Settlement in this matter has been scheduled for hearing on April 21, 1976. The difficulty in filing a settlement agreement is that the contents of such agreement are the very reason it became necessary to clarify the settlement.

There was never any precise agreement worked out; however, counsel for both parties agreed that the agreement contained in the Defendant's Motion to Strike Dismissal and Enforce Settlement represented the substance of the settlement. It would, in my assumption, be that Judge Perkins' Order of November 24, 1975 on that Motion would have given the contents of that Motion the effect of an agreed settlement.

It is not likely the parties will be able to agree on a more specific settlement and, in fact, probably never intended a more specific settlement at the time that particular one was reached on July 8, 1975.

Very truly yours,

Peter J. Saari

PJS:dcm

cc: Robert G. Tetler, Esquire

APR 6 9 44 AM '76
ROCKINGHAM
SUPERIOR COURT
NO.

Office of
Clerk of Superior Court
Rockingham County

Exeter, New Hampshire

Unwar J. Samaha, Clerk
Rosalie Wilson, Deputy Clerk
Eleanor C. Robinson, Deputy Clerk
Marion B. Avery, Deputy Clerk

April 21, 1976

Casassa, Mulherrin & Ryan, Attys.
Lafayette Rd,
Hampton, N.H. 03842

Tetler & Holmes, Attys.
36 High St.,
Hampton, N.H. 03842

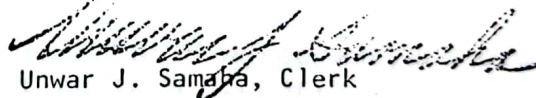
In re: E10394 Horatio Lattime et al vs. Ethel M. Pevear

Gentlemen:

On April 21, 1976 Judge Perkins made the following order on the plaintiff's motion for clarification:

"Motion granted. The Juvenile petition brought against defendant's child on or about October 15, 1975 is not encompassed by this Court's order of November 24, 1975. That order enforced a settlement reached on July 8, 1975, prior to the incident complained of in said Juvenile petition, and said Juvenile petition may still be acted upon".

Very truly yours,


Unwar J. Samaha, Clerk

rcw



ROCKINGHAM, SS

SUPERIOR COURT
#G-10394

HORATIO C. LATTIME
PATRICIA A. LATTIME

VS.

ETHEL H. PLEEAR

PETITION FOR CONTEMPT

NOW COME HORATIO C. LATTIME and PATRICIA A. LATTIME, South Main Street, Seabrook, New Hampshire, and complain against ETHEL H. PLEEAR, South Main Street, said Seabrook, and say as follows:

1. That by Petition returnable December, 1974, the Plaintiffs sought to establish a boundary line between their property and that of the Defendant.
2. That on or about July 8, 1975, the parties, with their respective counsel of record, and the surveyors of each party, reached an on site agreement as to said boundary line.
3. That by order of this Court dated November 24, 1975, said settlement agreement was enforced.
4. That despite said agreement, and order, the Defendant continues to treat certain property of the Plaintiffs as her own.

WHEREFORE, the Plaintiffs respectively pray that this Honorable Court:

- A. Order that the Defendant show cause why she should not be held in contempt of this Honorable Court;
- B. Find that she be so in contempt;
- C. For such other and further relief as may be just.

Respectfully submitted,

Horatio C. Lattime

Horatio C. Lattime

Patricia A. Lattime

Patricia A. Lattime

8/5/77
State of New Hampshire
Rockingham, ss

Personally appeared the above named Horatio C.

AGREEMENT AND MUTUAL QUITCLAIM DEED

WHEREAS, HORATIO C. LATTIME, JR. and PATRICIA A. LATTIME, husband and wife, both of South Main Street, Seabrook, County of Rockingham and State of New Hampshire, have a title in fee simple to a certain tract of land situated in said Seabrook, by virtue of a deed from Albert Carter, dated June 15, 1970, and recorded in Rockingham Records at Book 2020, Page 100; deed from Charlotte P. Chestnut, dated June 10, 1970 and recorded in said Rockingham Records at Book 2020, Page 103; and deed of George B. Eaton, Jr. et al, dated October 22, 1932 and recorded in said Rockingham Records at Book 885, Page 45.

WHEREAS, ETHEL PEVEAR, of South Main Street in said Seabrook, has title in fee simple to the premises abutting and Westerly of land of said Lattime, by virtue of a deed from Charles Pevear dated December 12, 1973 and recorded in Rockingham Records, Book 2215, Page 106.

WHEREAS, the parties hereto wish to permanently establish the true boundary line between their respective properties and said parties desire to define said boundary line entirely;

NOW THEREFORE, Horatio C. Lattime, Jr. and Patricia A. Lattime, for consideration paid, grant to said Ethel Pevear with Quitclaim Covenants all land that lies Westerly of the following described line, and Ethel Pevear for consideration paid grants to Horatio C. Lattime, Jr. and Patricia Lattime, with Quitclaim Covenants all land that lies Easterly of the following described line:

Beginning at a granite bound set on the Northeasterly side of South Main Street, in Seabrook, County of Rockingham, State of New Hampshire, said bound marking the Southwesterly corner of land of Horatio C. Lattime, Jr. and Patricia A. Lattime, and the Southeasterly corner of land of Ethel

WHEREAS, HORATIO C. LATTIME, JR. and PATRICIA A. LATTIME, husband and wife, both of South Main Street, Seabrook, County of Rockingham and State of New Hampshire, have a title in fee simple to a certain tract of land situated in said Seabrook, by virtue of a deed from Albert Carter, dated June 15, 1970, and recorded in Rockingham Records at Book 2020, Page 100; deed from Charlotte P. Chestnut, dated June 10, 1970 and recorded in said Rockingham Records at Book 2020, Page 103; and deed of George P. Eaton, Jr. et al, dated October 22, 1932 and recorded in said Rockingham Records at Book 885, Page 45.

WHEREAS, ETHEL PEVEAR, of South Main Street in said Seabrook, has title in fee simple to the premises abutting and Westerly of land of said Lattime, by virtue of a deed from Charles Pevear dated December 12, 1973 and recorded in Rockingham Records, Book 2215, Page 106.

WHEREAS, the parties hereto wish to permanently establish the true boundary line between their respective properties and said parties desire to define said boundary line entirely;

NOW THEREFORE, Horatio C. Lattime, Jr. and Patricia A. Lattime, for consideration paid, grant to said Ethel Pevear with Quitclaim Covenants all land that lies Westerly of the following described line, and Ethel Pevear for consideration paid grants to Horatio C. Lattime, Jr. and Patricia Lattime, with Quitclaim Covenants all land that lies Easterly of the following described line:

Beginning at a granite bound set on the Northeasterly side of South Main Street, in Seabrook, County of Rockingham, State of New Hampshire, said bound marking the Southwesterly corner of land of Horatio C. Lattime, Jr. and Patricia A. Lattime, and the Southeasterly corner of land of Ethel Pevear, and shown as land of Ethel & Charles Pevear, and thence running North $18^{\circ} 59'$ East a distance of 159.5 feet to a granite bound set; thence turning and running North $51^{\circ} 28'$ West a distance of 4.5 feet to a granite bound set; thence turning and running North $20^{\circ} 58'$ East a distance of

270.09 feet partially along a chicken wire fence to a granite bound set; 4.91 feet from the intersection of this line with the line marking the boundary of land of the within Lattimes and land now or formerly of Ezra F. and Emma C. Knowles; thence continuing North 20°58' East a distance of 4.91 feet to said intersection, marked by a twin 12 inch Elm tree; thence, turning and running North 18° 24' East a distance of 184.0 feet to a stone monument lying Southerly of Adams Avenue..

The above described line is shown on plan entitled "Plan of Land, Ethel & Charles Pevear, South Main Street, Seabrook, New Hampshire" dated August 13, 1973 by McKenna Associates, Inc., Portsmouth, New Hampshire, recorded in the Rockingham Registry.

IN WITNESS WHEREOF, the said Horatio C. Lattime, Jr. and Patricia A. Lattime have hereunto set our hands and seals this 24th day of August, 1978; and the said Ethel Pevear have hereunto set my hand and seal this 24th day of August, 1978.

Signed & Sealed in presence of:

Joseph P. Munn

Horatio C. Lattime
Horatio C. Lattime, Jr.

Joseph P. Munn

Patricia A. Lattime
Patricia A. Lattime

William J. Sandy

Ethel Pevear
Ethel Pevear

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

Aug 24, 1978.

Personally appeared the above named Horatio C. Lattime, Jr. and Patricia A. Lattime and acknowledged the foregoing instrument to be their free act and deed, before me,

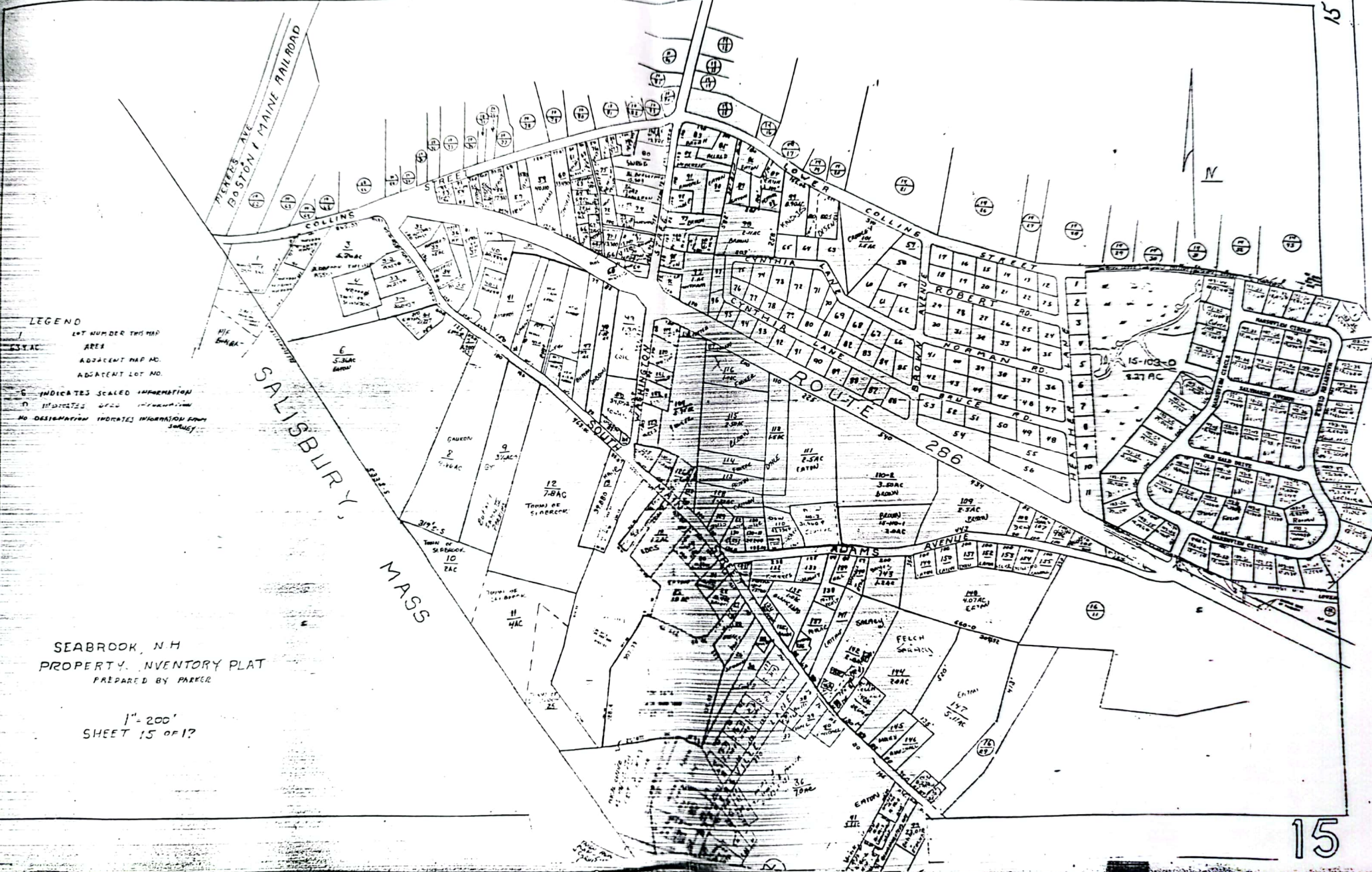
Joseph P. Munn
Justice of the Peace

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

August 24, 1978.

Personally appeared the above named Ethel Pevear and acknowledged the foregoing instrument to be her free act and deed, before me,

William J. Sandy
Justice of the Peace



LEGEND

- 1 LOT NUMBER THIS MAP
- 2 ACRES
- 3 ADJACENT MAP NO.
- 4 ADJACENT LOT NO.
- 5 INDICATES SCALED INFORMATION
- 6 INDICATES UN-SCALED INFORMATION
- 7 NO DESIGNATION INDICATES INFORMATION FROM SURVEY

SEABROOK, N.H.
PROPERTY INVENTORY PLAT
PREPARED BY PARKER

1" = 200'
SHEET 15 OF 17

State of New Hampshire

COMPLAINT

☐ DOMESTIC VIOLENCE RELATED

☐ VIOLATION

☐ CLASS A MISDEMEANOR
☒ CLASS B

☐ FELONY

YOU ARE HEREBY NOTIFIED TO APPEAR BEFORE SAID COURT
 AT 0830 O'CLOCK IN THE AM PM ON 7 JAN YR: 2002
 UNDER PENALTY OF LAW TO ANSWER TO A COMPLAINT
 CHARGING YOU WITH THE FOLLOWING OFFENSE:
 TO THE Hampton District COURT, COUNTY OF Framingham.

THE UNDERSIGNED COMPLAINS THAT: PLEASE PRINT

NAME POUPAR DIANE
Last Name First Name Mi
 Address 117 South Main St. Seabrook NH 03872
Address State Zip
 DOB 4-9-59 OPLIC.# 04PDD59091 NH

WRITE OUT:

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex	Race	Height	Weight	Color Hair	Color Eyes	

☐ COMM. VEH. ☐ COMM. DR. LIC. ☐ HAZ. MAT.

AT 121 South Main St. Seabrook NH 03872
(Location)
 ON THE 14 DAY OF NOV YR: 2001 at 3:00 PM

on/at in said county and state, did commit the offense of REMOVING
OR ALTERING BOUNDARY MARKERS contrary to RSA 472:6

and the laws of New Hampshire for which the defendant should be held to answer, in
 that the defendant did PURPOSELY ALTER THE LOCATION
OF A BOUNDARY MARKER WHICH WAS MADE
FOR THE PURPOSE OF DESIGNATING A LINE IN
THE BOUNDARY OF A TRACT OF LAND
KNOWING THAT IT WAS A BOUNDARY MARKER,

against the peace and dignity of the State.

☐ SERVED IN HAND

James M. Cawley
Complainant

Seabrook
Dept.

Personally appeared the above named complainant and made oath that the above
 complaint by him/her subscribed is, in his/her belief, true.

DATE 11-20-2001 Bonnie Parker J.P.
Justice of the Peace